

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

FILED

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RICHARD R. ROOKER, CLERK

STATE OF TENNESSEE, *ex rel.*)
ROBERT E. COOPER, JR.,)
ATTORNEY GENERAL and REPORTER,)

Plaintiff,)

v.)

No. 11C52

CHARLENE EVETTE CARTER,)
individually and doing business as)
CARTER'S PARALEGAL SERVICE,)
a sole proprietorship owned and operated)
by CHARLENE EVETTE CARTER,)

Defendant.)

AGREED FINAL JUDGMENT AND
PERMANENT INJUNCTION

1. Plaintiff, the State of Tennessee, by and through Robert E. Cooper, Jr., the Attorney General, at the request of Mary Clement, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance, and Defendant, Charlene Evette Carter, individually and doing business as Carter's Paralegal Service, a sole proprietorship owned and operated by Charlene Evette Carter ("Defendant"), as evidenced by her signature, consent to the entry of this Judgment and its provisions.
2. After engaging in settlement discussions, Defendant enters into this Agreed Final Judgment ("Judgment") to avoid the time and expense associated with litigation. This is a Judgment for which execution may issue.
3. The Defendant expressly waives ten day notice of the Attorney General's intention to file an action pursuant to Tenn. Code Ann. § 47-18-108(a)(2).

4. Defendant hereby accepts and expressly waives any defect in connection with service of process issued to Defendant by the Plaintiff.

5. This Judgment is entered into by Defendant as her own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon her by this Judgment, and she consents to its entry without further notice, and avers that no offer, agreements or inducements of any nature whatsoever have been made to her by the Plaintiff or their attorneys or any employee of the Attorney General's Office or the Division of Consumer Affairs to procure this Judgment.

6. Defendant has, by her signature hereto, waived right to add, alter, amend, appeal, petition for certiorari, or move to reargue or rehear or be heard in connection with any judicial proceeding upon this Judgment and any and all challenges in law or equity to the entry of the Judgment by the courts. If the court elects to hold any hearing on this Judgment, a representative of the Attorney General's Office will briefly summarize the settlement for the Court. The Defendant agrees to support the Judgment and its terms at any such hearing for approval.

7. In the event the Court shall not approve this Judgment, this Judgment shall be of no force and effect against the State of Tennessee.

8. This Judgment shall bind Defendant and shall be binding on any and all future purchasers, merged parties, inheritors, or other successors in interest.

DEFINITIONS

9. As used in this Judgment, the following words or terms shall have the following meanings:

- (A) "Advertise," "advertisement," or "advertising," shall mean any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create

interest in the purchasing of, impart information about the attributes of, publicize the availability of, or affect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, marketing kit, leaflet, mailer, book insert, letter, catalogue, poster, chart, billboard, electronic mail, website or other digital form, slide, radio, broadcast television, cable television, or commercial or infomercial whether live or recorded.

- (B) “**And**” and “**or**” shall be construed conjunctively or disjunctively as necessary, and to make the applicable phrase or sentence inclusive rather than exclusive.
- (C) “**Assisting**” shall mean providing any of the following goods or services to any person: (i) performing customer service functions, including receiving or responding to customer complaints; (ii) formulating or providing, or arranging for the formulation or provision of, any telephone sales script or any other marketing material; (iii) providing names of, or assisting in the generation of, potential customers; (iv) performing marketing services of any kind; or (v) acting as an officer or director of a business entity.
- (D) “**Attorney General**” means Office of the Tennessee Attorney General.
- (E) “**Clear and Conspicuous**” or “**clearly and conspicuously**” means a statement that, regardless of the medium in which it is made, is readily understandable and presented in such size, color, contrast, duration, physical or temporal location, or volume (if applicable), compared to other information with which it is presented, that it is readily apparent to the person to whom it is disclosed. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement is necessary to prevent other information from being misleading, deceptive or unfair, then the statement must be presented in close proximity to the other information, in a manner that is readily noticeable, readable and understandable, and it must not be obscured in any manner. To be “Clear and Conspicuous,” warnings, disclosures, limitations or exceptions must be set out in close temporal or physical conjunction with the benefits or items described or referenced, or with appropriate captions; of such prominence that warnings, disclosures, limitations or exceptions, are not minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with the context of the statement so as to be confusing or misleading or contradictory. The statement shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the statement shall be used in any communication.
- (F) “**Consumer**” means any person, a natural person, individual, governmental agency or other entities, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.

- (G) **"Defendant"** shall refer to Charlene Evette Carter, individually and doing business as Carter's Paralegal Service, a sole proprietorship owned and operated by Charlene Evette Carter and/or any and all general partners, parent corporation(s), affiliates, subdivisions, future or past purchasers, merged parties, inheritors or other successors in interest, and all of her officers, directors, owners, employees, sales staff, managers, partners, parents, subsidiaries, affiliates, future purchasers, successors, assigns, agents and representatives acting on behalf of Charlene Evette Carter, individually and doing business as Carter's Paralegal Service, a sole proprietorship owned and operated by Charlene Evette Carter.
- (H) **"Division"** or **"Division of Consumer Affairs"** shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.
- (I) **"Document"** shall be synonymous in meaning and equal in scope to the usage of the term in Tenn. R. Civ. P. 34, and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained, extracted and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document.
- (J) **"Document preparation services"** shall mean the selection and completion of documents for consumers including, but not limited to, divorce documents, bankruptcy documents, contracts, income tax forms, incorporation documents, power of attorney documents and wills.
- (K) **"Eligible Consumer"** shall mean any consumer, person or business that paid any monies or other valuable consideration to the Defendant for document preparation services. Further, a consumer, person or business is also an Eligible Consumer if they purchased or paid monies or other valuable consideration for a different good or service from the Defendant and the good or service was not performed or delivered as promised or represented or was otherwise in violation of state law.
- (L) **"Including"** or **"include"** shall mean including, without limitation.
- (M) **"Money"** or **"monies"** in the context of refunds to consumers, includes all charges, fees, taxes or other valuable consideration paid to Defendant.
- (N) **"Person"** shall mean a natural person, individual, organization or other legal entity, including a corporation, partnership, proprietorship, association, trust, estate, cooperative, limited liability company, government or governmental subdivision or agency, any legal or commercial entity however organized, or any other group or combination acting as an entity.

- (O) **"Practice of law"** shall mean the appearance as an advocate in a representative capacity or the drawing of papers, pleadings or documents or the performance of any act in such capacity in connection with proceedings pending or prospective before any court, commissioner, referee or any body, board, committee or commission constituted by law or having authority to settle controversies, or the soliciting of clients directly or indirectly to provide such services.
- (P) **"Record"** shall mean any document, as document is defined in definition J, above, relating to the business, trade or commerce or business practices of Defendant.
- (Q) **"State," "State of Tennessee" or "Attorney General"** refers to the Plaintiff and shall mean the Office of the Tennessee Attorney General and Reporter.
- (R) **"Tennessee Consumer Protection Act" or "Consumer Act"** shall mean the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. § 47-18-101 *et seq.*, and as may be amended from time to time.
- (S) **"Unauthorized Practice and Improper Conduct statutes" or "UPL statutes"** shall refer to the Unauthorized Practice and Improper Conduct statutes and related statutes found at Tenn. Code Ann. § 23-3-101 *et seq.*

JURISDICTION

10: Jurisdiction of this Court over the subject matter and over the Defendant for the purpose of entering into and enforcing this Judgment is admitted. Jurisdiction is retained by this

Court for the purpose of enabling the State to apply to this Court for such further Judgments and directions as may be necessary or appropriate for the construction, modification or execution of this Judgment, including the enforcement of compliance therewith and remedies, penalties and sanctions for violation thereof. Defendant agrees to pay all court costs and attorneys' fees associated with any successful petitions to enforce any provision of this Judgment against Defendant.

VENUE

11. Pursuant to Tenn. Code Ann. § 47-18-108(a)(3), venue as to all matters between the parties relating hereto or arising out of this Judgment is solely in Davidson County, Tennessee.

DEFENDANT

12. The Defendant warrants and represents that she is the proper party to this Judgment and her true legal name is Charlene Evette Carter. Her principal place of business is 421 Coles Ferry Road, Gallatin, Tennessee, 37066.

13. The Defendant, Charlene Evette Carter, individually and doing business as Carter's Paralegal Service, a sole proprietorship owned and operated by Charlene Evette Carter, represents that these are the true legal name of the entities entering into this Judgment.

14. Defendant represents and warrants that Carter's Paralegal Service is not incorporated or otherwise authorized to do business in the State of Tennessee but is rather merely doing business as names of Charlene Evette Carter.

15. Defendant represents and warrants that the execution and delivery of this Judgment is her free and voluntary act, that this Judgment is the result of good faith negotiations, and that Defendant agrees that the Judgment and terms hereof are fair and reasonable.

16. Defendant represents and warrants that signatories to this Judgment have authority to act for and bind the Defendant.

17. Defendant has been in business in Tennessee since 2007.

18. Defendant's business solely consisted of selecting and filling out divorce documents, bankruptcy documents, contracts, budgets and income taxes, incorporation documents, power of attorney documents and wills for consumers in Tennessee.

19. Defendant had two advertisements on Craigslist. The advertisements stated:

DO YOU NEED TO GET A DIVORCE?

WE CAN HELP YOU OUT. REAL CHEAP BUT

PROFESSIONAL. YOU CAN OBTAIN A DIVORCE FOR

200.00-225.00 PLUS FILING FEES. JUST GIVE US A CALL

OR SHOOT AN EMAIL. WE WILL BE GLAD TO HELP.

NEED A DIVORCE?

IT CAN BE DONE WITHOUT GOING BROKE. CONTACT US

WE WOULD LOVE TO HELP.

20. The Defendant's advertisements on Craigslist expired in February 2010 and were not reposted.

21. Defendant's only other advertisement was a flyer posted at a bonding company from 2008 until May 2010 which stated as follows:

CARTER'S PARALEGAL SERVICE
421 COLES FERRY RD.
GALLATIN, TN 37068
615-230-8843
CELL 615-804-1634
Cartercraigslist@yahoo.com

LEGAL DOCUMENT PREPARATIONS IS OUR BUSINESS

OUR SERVICES INCLUDES:

BANKRUPTCY CHAPTER 7 - \$200.00 (preparation only)

BUDGETING - \$35.00 \$50.00 monthly for six months

CONTRACTS - \$15.00 up to 5 pages, after \$5.00 a page

DIVORCE - \$200.00/ \$225.00

WITH OR WITHOUT CHILDREN

INCOME TAX - \$45.00

INCORPORATION OF BUSINESS - \$150.00

POWER OF ATTORNEY - \$35.00

WILLS - \$150.00

ETC.

22. Defendant distributed business cards for Carter's Paralegal Service with email addresses which included the term "paralegal."

23. Defendant has never worked under the supervision of an attorney.

24. Defendant is not licensed to practice law in Tennessee.

25. The Defendant further acknowledges that she understands that the State expressly relies upon all of these statements, representations and warranties and if any one or more of said statement(s), representation(s) or warranty(ies) is false, unfair, deceptive, misleading, incomplete, or inaccurate in any manner, the State has the right to vacate or set aside this Judgment, *inter alia*, in whole or in part, and to move that the Defendant be held in contempt, and sanctions and remedies be imposed under Tenn. Code Ann. § 47-18-108(c) and other law, regulation or rule, together with any and all such other sanctions, remedies or relief as may be available to the State in law or equity, if the State so elects.

**APPLICATION OF JUDGMENT TO DEFENDANT AND HER AGENTS,
SUCCESSORS AND ASSIGNS**

26. Defendant, Charlene Carter, individually and collectively agree that the duties, responsibilities, burdens and obligations undertaken in connection with this Judgment shall apply to Defendant as defined above.

PERMANENT INJUNCTION AND REHABILITATION

27. Accordingly, it is hereby agreed by the Defendant that immediately upon the entry of this Judgment, pursuant to Tenn. Code Ann. §§ 23-3-103(c)(3), 47-18-108(a)(4) and (b)(5), Defendant, as defined herein, shall be permanently and forever enjoined, restrained and bound from directly or indirectly engaging in the practices set forth herein and further, permanently required to directly or indirectly satisfy the affirmative requirements set forth herein:

- (A) The practice of law or law business in whole or in part in the State of Tennessee during any time that Defendant is not in good standing or in possession of a valid Tennessee law license;
- (B) Any conduct, act or practice that violates Tenn. Code Ann. § 23-3-101, *et seq.*, relating to the unauthorized practice of law including but not limited to the following:
 - i. Selecting or recommending any forms for consumers relating to legal rights or interests;
 - ii. Selecting or recommending for consumers the appropriate county in which to file documents;
 - iii. Selecting or recommending for consumers the appropriate court or venue in which to file documents;
 - iv. Engaging in the preparation of any forms or documents for consumers relating to legal rights or interests;
 - v. Completing or assisting consumers in the filling out of forms to be typed, except when review of the document is necessary for legibility, spelling and punctuation errors;
 - vi. Providing oral or written legal advice or guidance of any type, including, without limitation, providing advice or explanations regarding laws, rules, regulations and practices affecting the legal rights of consumers under such laws, regulations and practices, or otherwise providing guidance to consumers about the logistics of proceeding with or without the advice or assistance of a lawyer;
 - vii. Charging fees or otherwise seeking monies or valuable consideration from a consumer for goods and services relating to consumers' legal rights or interests, directly or indirectly, as described in this Judgment;
 - viii. Stating, suggesting or implying to consumers that they do not need independent legal advice or legal representation; and
 - ix. Stating, suggesting or implying to consumers that they should represent themselves in their particular legal matters or situations.
- (C) Representing or implying in any way that Defendant is licensed or otherwise authorized to practice law in the State of Tennessee during any time that Defendant is not in possession of a valid Tennessee law license in good standing;
- (D) Engaging in any unfair or deceptive acts or practices in the conduct of trade or commerce or her business. Defendant shall fully abide by all provisions of the

Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101 *et seq.*, including, but not limited to, § 47-18-104(a) and (b)(27) which prohibit any and all unfair and/or deceptive acts or practices;

- (E) To the extent Defendant conducts any business in whole or in part in Tennessee, obtaining all required certificates, permits, registrations, licenses or other authorizations to conduct business in Tennessee, including all certificates, permits, registrations, licenses or other authorizations as may be required by municipalities, counties or other government subdivisions, as provided by law;
- (F) In whole or in part in Tennessee, in connection with the advertising, promotion, offering for sale, or sale, lease or rental of any goods, services, or property, tangible or intangible, real, personal, or mixed, and other articles, commodities, or things of value wherever situated, engaging in any conduct which is unfair or deceptive under the Tennessee Consumer Protection Act, including but not limited to the following:
 - i. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
 - ii. Causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another;
 - iii. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status affiliation or connection that such person does not have;
 - iv. Representing that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve or which are prohibited by law; and
 - v. Engaging in any other act or practice which is unfair or deceptive to the consumer or to any other person;
- (G) Stating, implying or causing to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance, or any other governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, or conduct of the Defendant;
- (H) Representing or implying that any procedure or other acts or practices hereafter used or engaged in by Defendant have been approved, in whole or in part, by the State; and

(I) For a period of not less than five (5) years from the date of entry of this Judgment or until such time as all monetary payments required by Sections 29, 37 and 39 of this Judgment are paid, whichever time is longer, creating, retaining and maintaining in a secure location within the State of Tennessee identified in writing to the Attorney General within five (5) days of entry of this Judgment, the following documents, records and information which shall be available during regular business hours to the Attorney General or its representatives to review, inspect and copy:

- i. Accounting records, including but not limited to those that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- ii. Customer/consumer files including names, addresses, telephone numbers, electronic email addresses, amounts paid, quantity of goods or services purchased, and description of goods or services purchased, contracts, consumer correspondence, credit data, allotment records and all other similar information obtained in the ordinary course of business;
- iii. Complaints and refund requests relating to all consumers who purchased goods or services in whole or in part in Tennessee (whether received directly, indirectly or through any third party), including all documents and records pertaining to complaints, refund requests, conversations with such consumers or their family members, friends, employers or others, and attempts to contact such consumers;
- iv. Copies of all sales scripts, training materials, advertisements or other promotional or marketing materials; and
- v. All records and documents necessary to demonstrate full compliance with each provision of this Judgment, including all reports submitted to the Court, Attorney General, such consumers or restitution administrator, and copies of the acknowledgments of receipt as may be required by this Judgment.

28. Defendant waives and relinquishes any arguments, rights or defenses regarding the fact that this Judgment includes an injunction but no findings of fact or conclusions of law.

RESTITUTION/REFUNDS

29. Defendant shall pay restitution to consumers who have Eligible Complaints. For purposes of the Restitution Section of this Judgment, an Eligible Complaint is a request or demand from a consumer that:

(A) was received by the Defendant and/or the Attorney General and/or any other state agency located in Tennessee handling consumer complaints and/or the Federal Trade Commission, and/or any consumer complaint-handling agency or Better Business Bureau between January 2007 and the date of the entry of this Judgment, and the complaint remains either fully or partially unresolved; or

(B) is received by the Defendant, either directly from a consumer or through a third party or was received by the Attorney General's Office, any state consumer complaint-handling agency or Better Business Bureau, within one hundred twenty (120) days from the date of the entry of this Judgment.

30. Consistent with the terms of this Judgment, the Defendant shall resolve each Eligible Complaint by offering the consumer a full refund of all monies paid.

31. Consumer refunds shall be by check drawn on an account with sufficient cash balance to fund all refunds and shall not consist of credits, discounts or other partial reimbursement of the purchase price.

32. Defendant shall provide checks to the Division of Consumer Affairs for the refunds to Eligible Consumers within ninety (90) days of receipt of any Eligible Complaint that comes forward as described in paragraph 29. The Division of Consumer Affairs will send each Eligible Consumer a packet including the refund check and an explanatory letter. Defendant shall also be required to simultaneously provide a copy of the refund check to the Tennessee Attorney General's Office.

33. Mailing of the refund packets will be handled at the sole discretion of the Director of the Division of Consumer Affairs.

34. Defendant is responsible for all costs associated with the refund process set forth

in paragraphs 29-33, including but not limited to, all costs associated with the mailing and content of the packet of materials discussed herein, all letterhead, envelopes, copying charges, postage and costs associated with the issuance of refund checks.

35. Within six (6) months of entry of this Judgment, the Defendant shall provide a report and verifying affidavit to the Attorney General confirming her full compliance with the restitution provisions of this order, including an alphabetical list of the Eligible Consumers covered by paragraph 29 that, in fact, applied for and/or received a full refund and, if so, the amount refunded.

36. In the event that Eligible Consumers are unable to be located, the funds due such consumers shall be treated as unclaimed property in the possession of the State of Tennessee pursuant to the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101, *et seq.* These funds may be delivered to the Treasurer prior to the statutory due date of one (1) year set forth in Tenn. Code Ann. § 66-29-110, covering unclaimed property held by courts, public officers and agencies. The following unique situations shall be handled as identified when restitution checks are issued to consumers:

- (A) If an Eligible Consumer is now deceased, the restitution payment shall be made to the estate of the decedent.
- (B) If the purchase was made by a minor, the restitution check shall be made jointly payable to the minor child's parents or legal guardians. If the child is in the sole custody of one parent or only has one parent or one legal guardian, the restitution check shall be made payable to the sole custodial parent or single parent.
- (C) If the purchase was made by a married couple, now divorced, a single restitution check shall be made jointly payable to both the former husband and former wife, unless a protective order is in place relating to one of the parties, in which case, two restitution checks shall be issued, half to each former spouse.
- (D) If the purchase was made jointly by two or more unrelated persons, a single restitution check shall be made jointly payable to those persons.

ATTORNEYS' FEES AND COSTS TO THE STATE

37. Pursuant to Tenn. Code Ann. §§ 47-18-108(a)(5) and (b)(5), Defendant shall pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) to the State of Tennessee, Attorney General's Office for reasonable and appropriate attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes or other lawful purposes at the sole discretion of the Attorney General. Said payment shall be made by providing a certified or cashier's check made payable to the "Treasurer, State of Tennessee" and shall be delivered to the Attorney General on the day of execution of this Judgment.

CIVIL PENALTIES

38. Pursuant to Tenn. Code Ann. §§ 23-3-103(c)(1) and 47-18-108(b)(3), Defendant shall pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) to the State of Tennessee as a remedial civil penalty for the Defendant's acts and/or practices described in the State's Complaint. Said payment shall be made immediately upon execution of this Judgment by providing the Attorney General with a certified or cashier's check made payable to the "Treasurer, State of Tennessee". In the interest of efficiency, the certified check for civil penalties may be combined with the attorneys' fees certified check described in paragraph 37.

FORBEARANCE ON EXECUTION AND DEFAULT

39. No execution or garnishment on the monetary portion of this Judgment shall issue so long as the Defendant makes payment in accordance with paragraph 40 herein. In the event Defendant fails to make any such payment within twenty (20) days of its due date, the entire monetary balances under this Judgment then remaining become due and payable without notice

and may be collected by execution, garnishment or other legal process, together with interest pursuant to Tenn. Code Ann. § 47-14-121 from the date of entry of this Judgment. Defendant agrees to pay all attorneys' fees and costs, including but not limited to, court costs associated with any such collection efforts.

40. Payment shall be delivered to the Consumer Advocate and Protection Division, Office of Attorney General as follows: The sum total of Two Hundred Fifty Dollars (\$250.00) will be paid by the Defendant per month until the last month, at which time the remaining balance will be due in full. Payments shall be made by a certified or cashier's check made payable to "Treasurer, State of Tennessee," and mailed to the attention of Deputy Attorney General, Tennessee Attorney General's Office, Consumer Advocate & Protection Division, P.O. Box 20207, Nashville, TN 37202-0207. Said payments will be due on or before the first (1st) business day of each month, so that the first payment is due on or before January 1, 2011.

41. Without excusing any default, if the entire amount anticipated by the State of Tennessee is not received or is received over time, any monies received shall first be attributed to attorneys' fees pursuant to paragraph 37, and next civil penalties pursuant to paragraph 38. If any other or additional sums are received by the State of Tennessee, they shall be paid to the State of Tennessee, which may use the sums for consumer protection purposes or other lawful purposes at the sole discretion of the Attorney General.

42. Defendant shall be required to retain proof of all payments to the State of Tennessee in the form of canceled checks for each payment for a full two (2) years following their final payment to the State. Defendant shall provide proof of all payments to the State within ten (10) days of a request for such information.

43. On the day of entry of this Judgment, Defendant shall provide the State with a

current mailing address, email address and telephone number where she can be contacted and served with process in the event of default until the monetary portions of this Judgment are completed. Defendant shall further be required to provide any new mailing address, email address and telephone number within two (2) days of relocating to a new mailing address, email address or of obtaining a new telephone number. Service upon the Defendant for the purposes of enforcing the monetary portion of this Judgment in the event of default shall be effective upon mailing a notice via certified mail return receipt requested and waiting 30 days; if no response is received the State may obtain a default judgment or other adverse ruling sought by the State.

44. Defendant agrees that if Defendant defaults on any monetary payment herein, the State may set aside this Judgment and obtain a judgment including full restitution for all consumers including statutory interest and the full amount of civil penalties and other remedies that would have been available to the State of Tennessee prior to entry of this Judgment.

45. Prior to entry of this Judgment, the Defendant is providing a sworn statement to the Attorney General which will be available for use by the State if the Defendant defaults under any of the monetary payment provisions of this Judgment. Upon default, this sworn statement becomes a part of this Judgment.

46. Defendant agrees that any restitution payments required under this Judgment are priority claims under 11 U.S.C. § 507 (a)(6).

47. In the event of default of any monetary provision of this Judgment or any substantive proceeding based upon the monetary amount, Defendant agrees that all statements set forth in the State's Complaint shall be deemed to be admitted for the limited purpose of

establishing non-dischargeability of all sums paid hereunder. Specifically, Defendant agrees that all sums are non-dischargeable under 11 U.S.C. § 523(a). Defendant further agrees that in any subsequent proceeding based upon the monetary amount set forth in this Judgment, Defendant shall not contest the State's right to obtain the full amount due and owing, shall reaffirm any such debt if necessary in order to completely fulfill Defendant's monetary obligations to the State and shall not object in any manner or form that is contradictory to the terms of this Judgment to any proof of claim filed by the State.

48. Defendant agrees that any and all such sums payable under this Judgment are non-dischargeable in a bankruptcy case. Defendant agrees that the sworn statement executed pursuant to paragraph 45 becomes a part of this Judgment upon the filing of a bankruptcy and that it binds the Defendant in a bankruptcy case.

49. Defendant has represented and warranted that she has reviewed her financial situation and that:

(A) She is currently solvent within the meaning of 11 U.S.C. § 547(b)(3), and will not be rendered solvent by her payments to the State of Tennessee hereunder.

Further, the parties expressly warrant that in evaluating whether to execute this agreement, the Parties have not intended to create a contemporaneous exchange for new value given to the

i. intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to the Defendant, within the meaning of 11 U.S.C. § 547(c)(1), and

ii. concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange; and

(B) the following are correct statements:

- i. Defendant was not insolvent within the meaning of 11 U.S.C. § 548(a)(1)(B)(ii) on the date of these promises, covenants and obligations and did not become insolvent within the meaning of that section as a result of these promises, covenants and obligations; and
- ii. Defendant is receiving reasonably equivalent value, so as to take these promises, covenants and obligations outside the purview of 11 U.S. C. § 548 (a)(1)(B)(i).

50. Defendants shall give written notice of any bankruptcy filing to:

Deputy Attorney General
Consumer Advocate & Protection Division
Tennessee Attorney General's Office
P.O. Box 20207
Nashville, TN 37202

and

Division of Consumer Affairs
c/o TN Attorney General's Office
Bankruptcy Division
P.O. Box 20207
Nashville, TN 37202

GENERAL PROVISIONS

51. The acceptance of this Judgment by the State shall not be deemed approval by the State of any of Defendant's advertising or business practices. Further, neither Defendant nor anyone acting on her behalf shall state or imply or cause to be stated or implied that the State of Tennessee, the Attorney General, the Department of Commerce and Insurance, the Division of Consumer Affairs or any other governmental unit of the State of Tennessee has approved, sanctioned or authorized any practice, act, advertisement or conduct of the Defendant.

52. This Judgment may only be enforced by the State of Tennessee, the Defendant and this Court.

53. The titles and headers to each section of this Judgment are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Judgment.

54. As used herein, the plural shall refer to the singular and the singular shall refer to the plural and the masculine and the feminine and the neuter shall refer to the other, as the context requires.

55. Nothing in this Judgment shall limit the Attorney General's right to obtain information, documents or testimony from Defendant pursuant to any state or federal law, regulation or rule.

56. Nothing in this Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Judgment shall not bar the State, or any other governmental entity from enforcing laws, regulations or rules against the Defendant.

57. Nothing in this Judgment constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

58. Defendant waives and will not assert any defenses Defendant may have to any criminal prosecution or administrative action relating to the conduct described in the State's Complaint, which defenses may be based, in whole or in part, on the Double Jeopardy or Excessive Fines Clauses of the Constitution or principles set forth in *Hudson v. United States*, 118 S. Ct. 488 (1997), and *Austin v. United States*, 509 U.S. 602 (1993), and agrees that the

amount that Defendant has agreed to pay under the terms of this Judgment is not punitive in effect or nature for purposes of such criminal prosecution or administrative action.

59. Defendant hereby expressly waives and relinquishes any and all rights, remedies, appeals or other interests that she may possess to a jury trial or any derivative rights that might flow from a trial by jury under the Tennessee Constitution or United States Constitution or any other law, regulation or rule.

60. No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding unless made in writing, signed by the party to be charged, approved by this Court and then only to the extent specifically set forth in such written waiver, modification or amendment.

61. Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment and the imposition of any applicable penalties, including but not limited to contempt, civil penalties as set forth in Tenn. Code Ann. §47-18-108(c) and/or the payment of attorneys' fees to the State and other applicable state law.

62. If any clause, provision or section of this Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Judgment and this Judgment shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

63. Time shall be of the essence with respect to each provision of this Judgment that requires action to be taken by the Defendant within a stated time period or upon a specified date.

64. Nothing in this Judgment shall be construed to waive any claims of Sovereign Immunity the State may have in any action or proceeding.

65. This Judgment sets forth the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Judgment which are not fully expressed hereto or attached hereto.

66. If the Defendant declines to obtain the assistance of legal counsel, Defendant has expressly elected to proceed *pro se* by executing this Judgment.

67. Defendant will not participate, directly or indirectly, in any activity or to form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part in the State of Tennessee which are prohibited in this Judgment or for any other purpose which would otherwise circumvent any part of this Judgment or the spirit or purposes of this Judgment.

68. Defendant agrees that the consumer names, addresses, telephone numbers and other personally identifiable information gathered or otherwise obtained during any period when it conducted businesses in whole or in part in Tennessee, and during the implementation of this Judgment and the settlement discussions leading up to this Judgment, shall not be used for any marketing purposes or provided to any person other than law enforcement for any reason, including but not limited to for the purposes of marketing to these consumers now or in the future.

69. The lists and reports under paragraphs 27 and 35 provided to the State of Tennessee and in the possession of the Defendant shall not be released to any person to protect

the interest of consumer privacy, to prevent further marketing to these consumers and possible identity theft, other than law enforcement authorities or pursuant to state or federal law.

70. The Defendant has provided the State with certain documents, advertisements, and contracts. The Defendant acknowledges and agrees that providing these documents to the State in no way constitutes the State's pre-approval, review for compliance with state or federal law, or with this Judgment, or a release of any issues relating to such documents.

71. Defendant agrees that this Judgment does not entitle Defendant to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation or rule, and Defendant further waives any rights to attorneys' fees that may arise under such statute, regulation or rule.

72. Defendants further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Judgment.

73. This document may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Judgment may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

74. Nothing in this Judgment shall be construed to waive any claims of Sovereign Immunity the State may have in any action or proceeding.

75. Defendant agrees that the facts as alleged in the State's Complaint filed in this action shall be taken as true in any subsequent litigation filed by the State to enforce its rights pursuant to this Judgment, including but not limited to, a non-dischargeability complaint in any bankruptcy proceeding.

REPRESENTATIONS AND WARRANTIES

76. Defendant represents and warrants that the execution and delivery of this Judgment is her free and voluntary act, and that this Judgment is the result of good faith negotiations.

77. Defendant represents and warrants that signatories to this Judgment have authority to act for and bind the Defendant.

78. Defendant represents and warrants that she has been in business in Tennessee since 2007.

79. Defendant represents and warrants that she has only drafted divorce documents for approximately twenty (20) consumers in the State of Tennessee since she commenced doing business in the State of Tennessee.

80. Defendant represents and warrants that she has not drafted divorce documents for consumers outside the State of Tennessee.

81. Defendant represents and warrants that she has only drafted bankruptcy documents for approximately ten (10) consumers in the State of Tennessee since she commenced doing business in the State of Tennessee.

82. Defendant represents and warrants that she has not drafted bankruptcy documents for consumers outside the State of Tennessee.

83. Defendant represents and warrants that she has only drafted contracts for approximately one (1) consumer in the State of Tennessee since she commenced doing business in the State of Tennessee.

84. Defendant represents and warrants that she has not drafted contracts for consumers outside the State of Tennessee.

85. Defendant represents and warrants that she has only created budgets for approximately three (3) consumers in the State of Tennessee since she commenced doing business in the State of Tennessee.

86. Defendant represents and warrants that she has not created budgets for consumers outside the State of Tennessee.

87. Defendant represents and warrants that she has only filled out income tax forms for approximately ten (10) consumers in the State of Tennessee since she commenced doing business in the State of Tennessee.

88. Defendant represents and warrants that she has not filled out income tax forms for consumers outside the State of Tennessee.

89. Defendant represents and warrants that she has only drafted incorporation documents for approximately one (1) consumer in the State of Tennessee since she commenced doing business in the State of Tennessee.

90. Defendant represents and warrants that she has not drafted incorporation documents for consumers outside the State of Tennessee.

91. Defendant represents and warrants that she has only drafted power of attorney documents for approximately two (2) consumers in the State of Tennessee since she commenced doing business in the State of Tennessee.

92. Defendant represents and warrants that she has not drafted power of attorney documents for consumers outside the State of Tennessee.

93. Defendant represents and warrants that she has only drafted wills for approximately one (1) consumer in the State of Tennessee since she commenced doing business in the State of Tennessee.

94. Defendant represents and warrants that she has not drafted wills for consumers outside the State of Tennessee.

95. Defendant represents and warrants that the financial information provided to the State of Tennessee is true, accurate, non-deceptive, and non-misleading.

96. Defendant acknowledges that she understands that the State of Tennessee and this Court expressly rely upon all representations and warranties in this Judgment, including, but not limited to those in paragraphs 77-96 and elsewhere in this Judgment, and that if any one or more is false, unfair, deceptive, misleading, incomplete, or inaccurate in any manner, the State has the right to vacate or set aside this Judgment, *inter alia*, in whole or in part, and to move that the Defendant be held in contempt, and sanctions and remedies be imposed under Tenn. Code Ann. § 47-18-108(c) and other law, regulation or rule, together with any and all such other sanctions, remedies or relief as may be available to the State in law or equity, if the State so elects.

COMPLIANCE WITH ALL LAWS

97. Nothing in this Judgment shall be construed as relieving the Defendant of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Judgment be deemed to be permission to engage in any acts or practices prohibited by such law, regulation, or rule.

PENALTIES FOR FAILURE TO COMPLY

98. Pursuant to the provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-108(c), any knowing violation of the terms of this Judgment shall be punishable by civil penalties of not more than Two Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate remedies, sanctions and relief including but not limited to contempt sanctions and the imposition of attorneys' fees and civil penalties.

99. Upon execution and filing of this Judgment, any subsequent failure to comply with the terms hereof is a *prima facie* evidence of a violation of the Tennessee Consumer Protection Act.

100. Defendant understands and acknowledges that pursuant to the provisions of the UPL statutes, Tenn. Code Ann. § 23-3-103(c)(1), any knowing violation of the terms of this Judgment shall be punishable by civil penalties of not more than Ten Thousand Dollars (\$10,000.00) for each violation, in addition to any other appropriate remedies, sanctions, or remedies, including but not limited to contempt sanctions and the imposition of attorneys' fees and civil penalties.

MONITORING FOR COMPLIANCE

101. Upon request, Defendant shall provide books, records or documents to the State at any time, and, further, to informally, or formally under oath, provide testimony or other information to the State relating to compliance with this Judgment. Defendant shall make any requested information available within one (1) week of the request, at the Office of the Attorney General or at such other location within the State of Tennessee as is mutually agreeable in writing to Defendant and the Attorney General. This shall in no way limit the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or court rule.

102. Within thirty (30) days of the entry of this Judgment, Defendant shall submit a copy of this Judgment to each of her officers, directors, owners, employees and any third parties who act directly or indirectly on behalf of the Defendant as an agent, independent contractor or who are involved in conducting business in the State of Tennessee. Within forty-five (45) days of entry of this Judgment, Defendant shall provide the State with an affidavit verifying and

certifying that all required persons have been supplied with a copy of this Judgment.

103. The State of Tennessee has the right to test shop Defendant for the purpose of confirming compliance with this Judgment and state law. The test shoppers are not required to disclose that they are representatives of the State of Tennessee when making contact with Defendant. Further, the State of Tennessee may record (audio and/or video) any or all aspects of its solicitations or visit(s) with Defendant without notice to Defendant. The Defendant agrees to void any sale that is commenced by a test shopper at the conclusion of the sale upon notification that it was test shopping conducted by the State.

PRIVATE RIGHT OF ACTION

104. Nothing in this Judgment shall be construed to affect any private right of action that a consumer, person, entity, or any local, state, federal or other governmental entity, may hold against Defendant.

NOTIFICATION TO STATE

105. For five (5) years following execution of this Judgment, Defendant shall notify the Attorney General, in writing at least thirty (30) days prior to the effective date of any proposed changes in her corporate structure, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm; the creation or dissolution of subsidiaries, or any other changes in Defendant's status that may impact in any way compliance with obligations arising out of this Judgment.

106. Any notices required to be sent to the State or the Defendant by this Judgment shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the State Attorney General:	For the Defendant:
Deputy Attorney General Office of the Attorney General Consumer Advocate and Protection Division Post Office Box 20207 Nashville, Tennessee 37202-0207 Telephone: (615) 741-1671 Facsimile: (615) 532-2910	Charlene Evette Carter Owner Carter's Paralegal Service 421 Coles Ferry Road Gallatin, Tennessee 37066 Telephone: (615) 230-8843 Facsimile: (615) 526-2982

PAYMENT OF COURT COSTS

107. All court costs associated with this action and any other incidental costs or expenses incurred thereby shall be borne by Defendant. No costs shall be taxed to the State as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs shall be taxed to the State.

WAIVER OF SERVICE AND SUBMISSION TO COURTS JURISDICTION

108. Defendant, by signing this Judgment, waives service of process and voluntarily submits to the jurisdiction of this Court.

IT IS SO ADJUDGED AND DECREED.

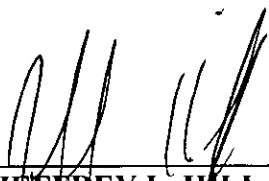

JUDGE

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE STATE OF TENNESSEE

A handwritten signature in black ink, appearing to read 'R E Cooper Jr', written over a horizontal line.

ROBERT E. COOPER, JR.
Attorney General and Reporter
B.P.R. No. 10934

A handwritten signature in black ink, appearing to read 'J L Hill', written over a horizontal line.

JEFFREY L. HILL
Senior Counsel
B.P.R. No. 16731
Office of the Tennessee Attorney General
Consumer Advocate and Protection Division
P. O. Box 20207
Nashville, TN 37202
Phone: (615) 741-2614
Facsimile: (615) 532-2910

APPROVED BY:

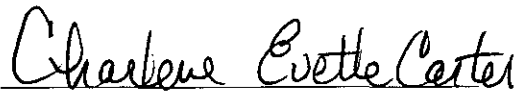
A handwritten signature in cursive script, reading "Mary Clement", written in black ink. The signature is positioned above a horizontal line.

MARY CLEMENT

DIRECTOR

Division of Consumer Affairs

FOR THE DEFENDANT:



CHARLENE EVETTE CARTER

Pro Se

Individually and dba Carter's Paralegal Service

421 Coles Ferry Road

Gallatin, Tennessee 37066

Telephone: (615) 230-8843

Facsimile: (615) 526-2982

DEFENDANT SIGNATURE AND ACKNOWLEDGMENT

Defendant Charlene Evette Carter, individually and doing business as Carter's Paralegal Service, a sole proprietorship owned and operated by Charlene Evette Carter, has read and understands this Judgment and each of its terms. Defendant Charlene Evette Carter, individually and doing business as Carter's Paralegal Service, a sole proprietorship owned and operated by Charlene Evette Carter, admits to the jurisdiction and venue of the Court in this matter and consents to the entry of this Judgment. Defendant Charlene Evette Carter, individually and doing business as Carter's Paralegal Service, a sole proprietorship owned and operated by Charlene Evette Carter, agrees to each and every term contained herein. I, Charlene Evette Carter, being first duly sworn on oath, depose and say that I am the owner of Carter's Paralegal Service, a sole proprietorship and am fully authorized and empowered to sign this Judgment on behalf of Charlene Evette Carter, individually and doing business as Carter's Paralegal Service, a sole proprietorship owned and operated by Charlene Evette Carter, and bind the same to the terms hereof.


CHARLENE EVETTE CARTER
dba CARTER'S PARALEGAL SERVICE

SUBSCRIBED AND SWORN to before
me this 17 day of Nov., 2010.


Notary Public

My Commission Expires:

3/10/12



My Commission Expires MAR. 10, 2012